

# SUBDIVISIONS

## Developer Information for Subdivisions requiring the installation of Public Improvements



### ***CARBON COUNTY PLANNING DEPARTMENT***

*Dave Levanger, Director of Planning*  
435-636-3261

*Frankie Hathaway, Zoning Administrator*  
435-636-3260

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*Detailed requirements for developing a subdivision can be found in the Carbon County Development Code online at [www.carbon.utah.gov](http://www.carbon.utah.gov). Find DEPARTMENTS then go to PLANNING & BUILDING, then Planning Documents then DEVELOPMENT CODE. Subdivisions are covered in Section 6 of the Development Code. Please familiarize yourself with ALL applicable sections of the Code.*

1. Pre-submission conference. Any person wishing to subdivide land within the County shall secure from the Zoning Administrator information pertaining to the requirements for subdivisions and the County's plan of streets, parks, drainage, open space, access, zoning and other master plan requirements affecting the land to be subdivided. The Zoning Administrator will help you determine if the proposed subdivision meets the following requirements:

- a. Zoning
- b. Access
- c. Water – culinary and fire
- d. Sewer or Individual Wastewater Disposal (septic) system

2. Plan preparation by licensed surveyor and or Engineer. The developer shall have a licensed land surveyor prepare a subdivision plat to County specifications. The storm drainage plan, and all other requirements in Section 15, Development Code, shall be designed by a licensed Professional Engineer. Mountain Home, and some other subdivisions will require the development of a private water system for culinary and fire water. These plans are reviewed and approved by the Utah Department of Environmental Quality.

3. Submit a fire flow test from the Price River Water Improvement District, or the local fire department serving the area of the proposed development. The County requires a minimum flow of 500 gallons per minute, with a reduction allowed to 250 gallons per minute for the installation of an automatic fire sprinkling system, or when approved by the fire chief.

4. Submit plan, fees, etc. by Planning Commission deadline. The developer shall submit the subdivision plat, subdivision application forms, and pay zoning fees not less than fourteen (14) days prior to the next regularly scheduled Planning Commission meeting. The Planning Commission generally meets the first Tuesday of each month. **We cannot administer incomplete applications.**

5. Obtain Planning Commission Approval of the Subdivision. The developer shall present his plans for the subdivision to the Planning Commission at three meetings and at a public hearing before the County Commission.

<u>Meeting</u>	<u>Fee</u>	<u>Valid for period of</u>
1. Concept Approval	\$5.00 per unit	none
2. Preliminary Approval	15.00 per unit	One Year
3. Final Approval	40.00 per unit	One Year

6. Planning Commission Takes Action on Final Plat. At the stage of final approval, The Planning Commission shall review the final plat, final engineering drawings, and any other required submissions, and shall act to a) recommend approval of the plan, b) recommend disapproval of the plan, or c) recommend approval of the plan subject to modifications.

7. County Commission takes action on Final Plat. Developer shall pay for an advertisement in the newspaper announcing a Public Hearing for final approval of the subdivision at a regularly held or special County Commission meeting. The public then has the opportunity for input, and the Commission considers the plat and other documents and facts and acts to approve or disapprove the plat, or approve it with modifications.

8. Developer posts financial guarantee. Upon approval of the final plat, the developer shall deliver a financial guarantee per Section 16 of the Development Code, along with any other required documents, plans or data.

9. Developer provides County with a Development Agreement. The developer will have an engineer prepare an estimate of total costs of the required public improvements as shown in Chapter 16 to be incorporated as part of the Development Agreement. A Sample Development Agreement is included in packet; to be drawn up by developer's attorney. All improvements must be completed within one year.

10. Developer provides County with a Title Report. A Title Report prepared by a professional title company must be provided to the Planning Staff.

11. Some developments require a Homeowners Association and other documents. If the development requires a Homeowners' Association, the developer will provide a copy of the Articles of Incorporation of the Homeowners Association, Covenants, Codes & Restrictions, and any other required documents to be recorded with the final plat.

12. Developer provides County the Mylar copy of final plat approved by the County Surveyor. County staff will procure all required signatures on plat, and will then contact the developer to take the plat, Articles of Incorporation, CC&R's, etc. to the Recorder's Office to be recorded.

Once the plat and attending documents have been recorded and the financial guarantee has been received by the County, the lots can be sold and building permits can be issued.

**The applicant must submit the following documents for the 3 stages of approval:**

**Prepare Concept Plan**

The developer shall then prepare a concept plan and shall submit (2) copies of the same to the Zoning Administrator, along with payment of zoning fees, not less than fourteen (14) days prior to the next regularly scheduled Planning Commission meeting. Said plan shall be prepared in accordance with County standards.

Where a developer owns or controls more land than he proposes to submit for preliminary approval, the Planning Commission may require that a concept plan for the larger area be submitted. Said plan shall indicate the portion proposed to be submitted initially for preliminary approval and the portion to be held for future submission.

Said plan shall contain at a scale of not less than one inch equals fifty (50) feet:

- A. Property boundary
- B. Adjacent property owners
- C. Natural water courses
- D. Location(s) of all existing utilities
- E. Proposed lots and their approximate dimensions
- F. Proposed surface drainage
- G. Other information required by staff or other public agencies

The Zoning Administrator may require that the concept plan be prepared by a Utah Licensed Professional Land Surveyor, (P.L.S.).

**When Zone Change is Requested with Concept**

Whenever the subdivision concept requires that a change of zoning district be approved by the County, a request to change the zone shall accompany the concept approval application.

Said zone change application shall include payment of administrative fees and all costs of public notice shall be borne by the applicant. The request to change the zone map shall be heard in tandem with the subdivision concept approval.

### **Prepare Preliminary Plan and Improvement Drawings**

Upon approval of the concept plan by the Planning Commission, the developer shall submit not less than two (2) copies of a preliminary plan of the subdivision prepared by a Utah licensed P.L.S. along with payment of zoning fees, to the Zoning Administrator not less than fourteen (14) days prior to the next regularly scheduled Planning Commission meeting.

Said plan shall contain:

- A. The name of the proposed subdivision.
- B. The location of the subdivision as part of a larger tract where the plan submitted covers only part of the developer's tract.
- C. The surveyor's name and license number.
- D. The owners of all land immediately adjoining the land to be subdivided.
- E. A contour map at five (5) foot intervals when required by the Zoning Administrator or Planning Commission.
- F. Identification of elevations and/or flood plains.
- G. The boundary lines of the tract and all existing or platted streets, roads, streams, waterways, utility lines, existing buildings, and other important features.
- H. The location, width, and other dimensions of proposed roads, streets, easements, parks, common drives, privately owned access ways, open space, trails, common facilities, and other improvements and dedications.
- I. A drainage plan of all areas of the proposed development including vacant or open space, proposed building sites, existing or proposed ditches, canals, curbs, storm drains, retention ponds, and other drainage facilities; the County Engineer will review the drainage plan for approval.
- J. North point, scale, date of drawing.
- K. Engineering calculations, drawings, typical cross sections, plans, schematics, or written statements regarding the plans.
- L. The proposed location of all utility improvements to be installed by the developer, such as water lines, sewer lines, gas lines, electrical power lines, cable TV lines, telephone lines, storm drains, etc.

### **Prepare and Submit Final Plat, Engineering Drawings, and Documents**

Upon approval of the preliminary plan by the Planning Commission, the developer shall prepare the final plat, engineering drawings and documents and shall submit at least two (2) copies of the same, along with payment of zoning fees, to the Zoning Administrator no less than fourteen (14) days prior to the next regularly scheduled Planning Commission meeting.

Said plats, drawings, and documents shall include:

- A. The original Mylar and one (1) print of the final plat.
- B. Engineering drawings.
- C. Documents indicating compliance with the water and sewage disposal requirements for each lot.
- D. An itemized estimate of the cost of constructing all required improvements, prepared by the developer or his agent, or contractor, who has been approved by the County Engineer. This estimate shall be used as the basis for settling the amount of the performance guarantee.
- E. A title report, covering the property within the final plat area, to identify all interests in the property which may have an effect on the title, and to establish that the land proposed for subdivision is free of boundary conflicts. The purpose of this requirement shall be to ensure that purchasers of plots will have a clear and marketable title.
- F. Evidence of a satisfactory storm drainage plan.
- G. Final copies of all other required documentation, when applicable.
- H. Evidence of payment of final zoning, recording, and any other fees.

Contacts:

Price River Water Improvement District, Jeff Richins	637-6350
Southeastern Utah Health Department, Brady Bradford	637-3671
Utah Department of Environmental Quality, Dave Ariotti	637-3671
Scofield Sewer District, Sandy Leman	636-3226
Department of Transportation, Dale Stapley	636-1470
State Water Engineer, Marc Stilson	613-3750

Surveyors:

Engineers

Cody Ware	820-4335	David Ariotti	472-0578
Morgan Moon	637-3437	Jones & DeMille	637-8266
Talon Resources	687-5310	EIS Environmental	472-3814
Albert Spensko	472-5996	Talon Resources	687-5310
Johansen & Tuttle	381-2523	Johansen & Tuttle	381-2523
Jones & DeMille	637-8266	Bruno Engineering	613-0700

The following signature block shall be used with subdivisions of four to ten (4-10) lots: (NOTE: Subdivisions that do not include public improvements do not require the signature blocks of the County Attorney or the Commission Chairman and Clerk)

CARBON COUNTY PLANNING COMMISSION

\_\_\_\_\_  
Richard Tatton, Chairman Date

OFFICE OF CARBON COUNTY ENGINEER

\_\_\_\_\_  
Ben Grimes, Deputy Carbon County Surveyor Date

CARBON COUNTY ATTORNEY

\_\_\_\_\_  
Gene Strate Date

COUNTY COMMISSION Presented to the Carbon County Commission,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, at which time this Subdivision was Approved.

\_\_\_\_\_  
Commission Chairman Attest: Seth Oveson Clerk

Recorded \_\_\_\_\_  
State of Utah, County of Carbon, Recorded and filed at the request of

\_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

\_\_\_\_\_  
Vickie Barnett, County Recorder

## DEVELOPMENT & SUBDIVISION IMPROVEMENT AGREEMENT

**DRAFT DOCUMENT ONLY.** Actual document to be prepared by developer's attorney using the following format. This document is available on [carboncountyutah.com](http://carboncountyutah.com).

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CARBON COUNTY, 120 East Main, Price, UT 84501, hereinafter the "COUNTY" and \_\_\_\_\_, hereinafter the "OWNER".

In consideration of the conditions and covenants set forth hereinafter, the parties agree as follows:

1. *Project Description;*

OWNER contemplates the development of \_\_\_\_\_,  
(I.e. ABC Subdivision)

located in Carbon County, State of Utah; the name(s) and date(s) of approval by the Carbon County Commission are as follows:

<i>Name</i>	<i>(i.e. Phase I, ABC Subdivision, etc.)</i>	<i>Date</i>
	<i>of Approval</i>	
_____	_____	
_____	_____	
_____	_____	

The above shall be collectively referred to herein as "*the Project*." OWNER is familiar with the Carbon County Development Code ("*the Code*") and the requirements contained in the Code pertaining to subdivisions.

2. *Bonding for Improvements;*

2.2 OWNER has provided a financial guarantee through \_\_\_\_\_  
(Cash, performance bond, letter of credit)

with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
(Bank or Financial Institution)

which is for \_\_\_\_\_.  
(Required improvements detailed in Schedule A, a part of this Agreement)

2.3 Should the County be notified that the surety described in 2.2 becomes insolvent or otherwise shall no longer act as surety, the Owner shall renew the surety with sufficient funds, within ten (10) days after receiving notice from County that the surety will no longer guarantee the project. The financial guarantee required in this Agreement shall not be exonerated until the date of the issuance of the *Final Approval and Acceptance* by the County. Twenty-five percent (25%) of the financial guarantee fixed herein shall be held for one (1) year after the issuance of the *Final Approval and Acceptance*, or any time fixed by the Carbon County Development Code or the Utah Code, whichever is the latest.

*3. Term of Agreement; Extension of Time; Penalties;*

3.1 The OWNER shall complete all improvements required under the Project and all requirements of this Agreement within one (1) year from the date of the execution of this Agreement, unless the term is extended as provided herein.

3.2 In the event that it is deemed necessary to extend the time for completion of the work contemplated by this Agreement, an extension may be granted by the Commission and shall in no way affect the terms of this agreement or release the surety given for the faithful performance of this agreement. Extensions shall be in writing, approved by the Commission and signed by Owner and the Commission.

3.3 In the event the Owner fails to install, complete, repair or replace the improvements required by this Agreement, according to the specifications, conditions of approval, County's standards and the quality of workmanship required by the County within the term of this Agreement or any extensions thereof pursuant to Paragraph 3.2, then the Guarantor of the (cash, bonds, letters of credit, etc.) shall pay on demand to the County such sums as are necessary, but not exceeding the amount held in escrow, to complete the installation of or to make necessary repairs to said improvements.

If the amount in escrow is insufficient to complete the Project as set forth herein, the County, at its option, shall cause the Project to be completed and the cost thereof shall become a lien against the uncompleted portion of the Project for any amounts so expended, including interest at the legal rate, and any engineering or legal costs incurred as a result of the Owner's failure to timely complete the Project.

*4. Costs of Project; Approval by County Personnel;*

The OWNER, at its sole cost and expense shall furnish all design, surveying, testing, labor, equipment, materials, traffic control and all other necessary items to construct and complete the Project in a good and workmanlike manner. The Project shall be completed by OWNER according to this Agreement, following the County's standards and any other conditions of approval and acceptance. All work shall be completed to the satisfaction of the Carbon County Zoning Administrator, County Engineer, and County Road Supervisor, or their representatives. The improvements shall not be deemed complete until approved and accepted by the Commission.

*5. Additional Requirements;*

5.1 In addition to the general requirements of the Carbon County Development Code and Utah Code, the OWNER shall complete the improvements and meet the regulatory requirements set forth on Schedule A attached hereto.

5.2 OWNER shall be responsible for the installation and maintenance of all improvements in any dedicated County street, private road or easement within the development or subdivision until a final inspection has been performed by the Carbon County Zoning Administrator, Carbon County Engineer, and Carbon County Road Superintendent, or their representatives, and an *ACCEPTANCE AND FINAL RELEASE* has been issued to the OWNER by the County. Any such street improvements, including sidewalks, curbs, gutters, waterways, driveways, manholes, valves, lighting, street paving, storm drains, street signs, water mains, sewer mains, laterals, meter boxes and fire hydrants, or any other improvement which fail or are damaged prior to said final inspection and acceptance of the improvements, shall be replaced or repaired by the OWNER. In the event that the OWNER does not replace or repair failed or damaged improvements within thirty (30) days of OWNER's receipt of written notification by the County, the County shall by the terms hereof be authorized to accomplish or cause to be accomplished, said repair or replacement and to bill the OWNER for the cost thereof, and OWNER shall be obligated to remit payment in full to County within thirty (30) calendar days of OWNER's receipt of such bill.

*6. Survey Markers;*

OWNER further agrees that in addition to performing the work herein above specified, all survey monuments, boundary markers and lot staking, shall be installed as required and at the time of final inspection and acceptance by the County.



*7. Liabilities; Indemnification;*

7.1 OWNER shall indemnify and hold harmless the County, its officers and employees for any damages arising from any accident, loss or damage to the work or improvements specified in this agreement prior to the completion and acceptance of the same by the County. OWNER shall further indemnify and hold harmless the County, its officers or employees for any injury to persons or property by reason of the work or improvements, and all such liabilities shall be assumed by the OWNER.

7.2 The County, its officers and employees shall not be liable for any portion of the expense of the aforesaid work or for the payment of labor, materials, and equipment furnished in connection therewith.

*8. Traffic Control During Project;*

OWNER shall at all times prior to final acceptance of the Project, provide proper and adequate warning to the traveling public on each and every day, of existing dangerous conditions associated with the work in said streets and easements and will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until the completion of all the improvement, the OWNER may close, upon notification to the County, all or a portion of any street and easement, whenever it is necessary, to protect the traveling public during the construction of the improvements. All necessary warning signs, tape, barricades, traffic control signs and guards, etc. will be used by the OWNER to accomplish such protection.

*9. Changes During Construction;*

If, during the course of construction, conditions require changes, alterations or additions to the plans and specifications for the proper and successful completion of the project, the OWNER, the Commission, the County Zoning Administrator, County Engineer, and County Road Superintendent may approve such changes, which shall be in writing, approved by the Commission and OWNER, on a form acceptable to the County. No such changes, alterations or additions shall relieve the financial guarantee provided under this Agreement.

*10. Final Approval and Acceptance;*

Upon final approval and acceptance, the County shall be held harmless for any obligation to maintain the private access roads within the subdivision. All road maintenance shall be the responsibility of the developer and the lot owners.

11. *Applicable Law;*

The improvement requirements described in the current edition of the Carbon County Development Code and any applicable Utah State Codes, herein referred to as “Standards”, shall control the installation and completion of improvements required by the County. The Standards are available at the County Zoning Administrator’s office and are hereby incorporated by reference into this Agreement.

12. *Attorney Fees, Court Costs;*

Should either party be required to commence an action in Court to enforce any provision of this Agreement, the prevailing party shall be entitled to a reasonable attorney’s fee and costs of court.

13. *Successors;*

The provisions of this Agreement shall inure to and be binding upon the heirs, successors, and assigns of the parties hereto.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_

Commission Chairman

ATTEST: \_\_\_\_\_

Robert P. Pero, County Clerk/Auditor

OWNER, (please print): \_\_\_\_\_

OWNER’S SIGNATURE: \_\_\_\_\_

**CARBON COUNTY, UTAH**  
**APPLICATION TO DEVELOP A SUBDIVISION**

**Date** \_\_\_\_\_

**Developer's Name** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

\_\_\_\_\_

**Phone** \_\_\_\_\_

**Proposed Subdivision Name** \_\_\_\_\_

**Location** \_\_\_\_\_

**Number of lots in new subdivision** \_\_\_\_\_

**Proposed Lot Size** \_\_\_\_\_

**Access:** The County Road Department has reviewed the information regarding the above proposed project. Our Review concludes that the following impacts will be:

\_\_\_\_\_  
Brad McCourt, County Road Supervisor, 636-3268

\_\_\_\_\_  
Date

**Noxious Weed Review:** The County Weed Department has reviewed the location of the above proposed project. Our review concludes that the following mitigation and control requirements are:

\_\_\_\_\_  
Mike Johnson, Supervisor, 636-3270

\_\_\_\_\_  
Date

**County Engineer Approval:** The County Engineer Department has reviewed the information regarding the above proposed project. Our review concludes the drainage plan and engineering requirements are:

\_\_\_\_\_  
Curtis Page, Engineer, 636-3231

\_\_\_\_\_  
Date

**Public Lands and Roads Access:** The County Lands and Access Coordinator has reviewed the information regarding the above proposed project. Our review concludes that the following impacts will be:

\_\_\_\_\_  
Rex Sacco, County Lands and Access, 636-3712

\_\_\_\_\_  
Date

**Utah Highway Access:** The Utah Department of Transportation has reviewed the information regarding the above proposed project. Our review concludes that the following impacts will be:

\_\_\_\_\_  
UDOT Representative, 636-1470

\_\_\_\_\_  
Date

**CARBON COUNTY, UTAH**

## PLANNING DOCUMENT

### STORM DRAINAGE PLAN FOR A SUBDIVISION WITH NO PUBLIC IMPROVEMENTS

Date \_\_\_\_\_

To: The Carbon County Planning Commission, or  
Carbon County Site Plan Review Committee

RE: The proposed \_\_\_\_\_ Subdivision

I am a:

☐ Registered Professional Engineer # \_\_\_\_\_

☐ Utah Licensed Contractor # \_\_\_\_\_

☐ A Qualified Design Firm or Professional

I have reviewed the plan of development for the above name subdivision and propose the following

be considered for your approval for the drainage plan of development:

☐ Minimum Condition;

After a review of the location and plans, I have determined that if the residential structures to built on the lot(s) comply with standard local construction practice by completing the sites with a minimum 2 percent slope for a distance of ten feet away from the buildings and by placing an 18 inch diameter by 20 foot long culvert at the driveway approaches off the County Road - that no significant impact to storm drainage will occur.

☐ Design Condition;

I have prepared a storm drainage plan for this subdivision based on the building code and accepted hydrology practices which will mitigate any storm drainage affects in the subdivision and surrounding areas, if the drain facilities are constructed as per the attached plan.

\_\_\_\_\_  
Signature

Attach plans, calculations, data and other information for design.